

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

<p>Federal Home Loan Mortgage Corporation</p> <p style="text-align: center;">Plaintiff</p> <p style="text-align: center;">vs.</p> <p>Vanessa L. Cayford a/k/a Vanessa Gariepy</p> <p style="text-align: center;">Defendant</p> <p>FIA Card Services, NA Portfolio Recovery Associates, LLC</p> <p style="text-align: center;">Party-In-Interest</p>	<p>CIVIL ACTION NO:</p> <p>COMPLAINT</p> <p>RE: 49 Yeaton Street, Waterville, ME 04901</p> <p>Mortgage: February 19, 2004 Book 7843, Page 265 Kennebec Registry of Deeds</p>
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NOW COMES the Plaintiff, Federal Home Loan Mortgage Corporation, by and through its attorneys, Doonan, Graves & Longoria, LLC, and hereby complains against the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action since Federal Home Loan Mortgage Corporation is the Plaintiff and its charter provides for Federal Question Jurisdiction under the charter's "sue and be sued" jurisdiction.
2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. Federal Home Loan Mortgage Corporation is a Federally Chartered Corporation with its principal place of business located at 5000 Plano Parkway, Carrollton, TX 75010.

4. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is a resident of Waterville, County of Kennebec and State of Maine.
5. The Party-in-Interest, FIA Card Services, NA, is a wholly owned subsidiary of Bank of America with a main/principal place of business at 1100 N. King Street, Wilmington, DE 22381.
6. The Party-in-Interest, Portfolio Recovery Associates, LLC, is a limited liability company with a main/principal place of business in 120 Corporate Blvd., Norfolk, VA 23502.

FACTS

7. On August 6, 2001, by virtue of a Warranty Deed from Chin Kin Leung, which is recorded in the Kennebec Registry of Deeds in **Book 6581, Page 001**, the property situated at 49 Yeaton Street, City/Town of Waterville, County of Kennebec, and State of Maine, was conveyed to Vanessa Gariepy, being more particularly described by the attached legal description. *See* Exhibit A (a true and correct copy of the legal description is attached hereto and incorporated herein).
8. On February 19, 2004, Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, executed and delivered to GMAC Mortgage Corporation a certain Note under seal in the amount of \$54,400.00. *See* Exhibit B (a true and correct copy of the Note is attached hereto and incorporated herein).
9. To secure said Note, on February 19, 2004, Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, executed a Mortgage Deed in favor of Mortgage Electronic Registration Systems, Inc. as Nominee for GMAC Mortgage Corporation, securing the property located at 49 Yeaton Street, Waterville, ME 04901 which Mortgage Deed is recorded in the Kennebec Registry of Deeds in **Book 7843, Page 265**. *See* Exhibit C (a true and correct copy of the

Mortgage is attached hereto and incorporated herein).

10. The Mortgage was then assigned to Ocwen Loan Servicing, LLC by virtue of an Assignment of Mortgage dated September 26, 2016, and recorded in the Kennebec Registry of Deeds in **Book 12429, Page 144** (arguably ineffective under *Greenleaf*). See Exhibit D (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
11. On May 1, 2017, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, executed a Loan Modification Agreement which adjusted the principal amount of the Note to \$36,455.07 (herein after referred to as the “Loan Modification”), which acknowledged the enforceability of both the Note and Mortgage as of that date by that holder. That enforceability remains effective as of today's date by the Plaintiff and also provides the Plaintiff with the status of standing in this foreclosure and sale action. See Exhibit E (a true and correct copy of the Loan Modification is attached hereto and incorporated herein)
12. The Mortgage was then assigned to Select Portfolio Servicing, Inc. by virtue of an Assignment of Mortgage dated January 25, 2019, and recorded in the Kennebec Registry of Deeds in **Book 13138, Page 174** (arguably ineffective under *Greenleaf*). See Exhibit F (a true and correct copy of the Assignment of Mortgage is attached hereto and incorporated herein).
13. A Judgment of Reformation of Mortgage was recorded in the Kennebec Registry of Deeds March 3, 2023, in Book 14706, Page 216, to reform the legal description. See Exhibit G (a true and correct copy of the Reformation of Mortgage is attached hereto and incorporated herein).
14. The Mortgage was then assigned to Federal Home Loan Mortgage Corporation by virtue of an Assignment of Mortgage dated July 24, 2023, and recorded in the Kennebec Registry of Deeds in **Book 14819, Page 281**. See Exhibit H (a true and correct copy of the Assignment

of Mortgage is attached hereto and incorporated herein).

15. The Mortgage was further assigned to Federal Home Loan Mortgage Corporation by virtue of a Quitclaim Assignment dated August 5, 2024, and recorded in the Kennebec Registry of Deeds in **Book 15129, Page 50**. *See* Exhibit I (a true and correct copy of the Quitclaim Assignment is attached hereto and incorporated herein).
16. On September 13, 2024, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, was sent a Notice of Mortgagor's Right to Cure, as evidenced by the Certificate of Mailing (herein after referred to as the "Demand Letter"). *See* Exhibit J (a true and correct copy of the Demand Letter is attached hereto and incorporated herein).
17. The Demand Letter informed the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, of the payment due date, the total amount necessary to cure the default, and the deadline by which the default must be cured, which was thirty-five (35) days from receipt of the Demand Letter. *See* Exhibit J.
18. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, failed to cure the default prior to the expiration of the Demand Letter.
19. The Plaintiff, Federal Home Loan Mortgage Corporation, is the present holder of the Note pursuant to endorsement by the previous holder (if applicable), payment of value and physical possession of the Note in conformity with 11 M.R.S. § 3-1201, et seq., and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929).
20. The Plaintiff, Federal Home Loan Mortgage Corporation, hereby certifies it is the lawful holder and owner of the Note and Mortgage.
21. The Plaintiff, Federal Home Loan Mortgage Corporation, hereby certifies that all steps mandated by law to provide notice to the mortgagor pursuant to 14 M.R.S.A. § 6111 and/or Note and Mortgage were strictly performed.

22. FIA Card Services, NA is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$10,418.83 dated May 31, 2011, and recorded in the Kennebec Registry of Deeds in **Book 10748, Page 0109** but may not have complied with the notice requirements under Maine law and, therefore may be in a second position behind Plaintiff's Mortgage.
23. Portfolio Recovery Associates, LLC is a Party-in-Interest pursuant to a Writ of Execution in the amount of \$1,990.09 dated March 6, 2014, and recorded in the Kennebec Registry of Deeds in **Book 11675, Page 289** but may not have complied with the notice requirements under Maine law and, therefore may be in third position behind Plaintiff's Mortgage.
24. The total debt owed under the Note and Mortgage as of November 10, 2024, is Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49) Dollars, which includes:

Description	Amount
Principal Balance	\$34,997.97
Interest	\$7,926.33
Unpaid Late Charges	\$50.10
Escrow/Impound Advance Balance	\$9,298.00
Loan Level Advance Balance	\$1,867.18
Incurred Legal Fees and Costs	\$121.69
Unapplied Funds	\$-77.78
Grand Total	\$54,183.49

25. Upon information and belief, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE AND SALE

26. The Plaintiff, Federal Home Loan Mortgage Corporation, repeats and re-alleges paragraphs 1 through 25 as if fully set forth herein.

27. This is an action for foreclosure and sale respecting a real estate related Mortgage and title located at 49 Yeaton Street, Waterville, County of Kennebec, and State of Maine. *See* Exhibit A.
28. The Plaintiff, Federal Home Loan Mortgage Corporation, is the holder of the Note referenced in Paragraph 8 pursuant to endorsement by the previous holder (if applicable) and physical possession of the aforesaid Note in conformity with Title 11, section 3-1201, et seq. of the Maine Revised Statutes and *Simansky v. Clark*, 147 A. 205, 128 Me. 280 (1929). As such, Plaintiff, Federal Home Loan Mortgage Corporation, has the right to foreclosure and sale upon the subject property.
29. The Plaintiff, Federal Home Loan Mortgage Corporation, hereby certifies it is the current owner and investor of the aforesaid Mortgage and Note.
30. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is presently in default on said Mortgage and Note, having failed to make the monthly payment due March 1, 2021, and all subsequent payments, and, therefore, has breached the condition of the aforesaid Mortgage and Note.
31. The total debt owed under the Note and Mortgage as of November 10, 2024, is Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49) Dollars.
32. The record established through the Kennebec Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
33. By virtue of the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy's, breach of condition, the Plaintiff hereby demands a foreclosure and sale on said real estate.

34. Notice in conformity with 14 M.R.S.A. § 6111 and/or Note and Mortgage was sent to the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, on September 13, 2024, evidenced by the Certificate of Mailing. *See* Exhibit J.
35. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is not in the Military as evidenced by the attached Exhibit K.
36. If the Defendant has received a Bankruptcy Discharge of this Debt, the Court should enter an Order finding that this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property.

COUNT II – BREACH OF NOTE

37. The Plaintiff, Federal Home Loan Mortgage Corporation, repeats and re-alleges paragraphs 1 through 36 as if fully set forth herein.
38. On February 19, 2004, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, executed under seal and delivered to GMAC Mortgage Corporation a certain Note in the amount of \$54,400.00. *See* Exhibit B.
39. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is in default for failure to properly tender the March 1, 2021, payment and all subsequent payments. *See* Exhibit J.
40. The Plaintiff, Federal Home Loan Mortgage Corporation, is the proper holder of the Note and is entitled to enforce the terms and conditions of the Note due to its breach by the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy.
41. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, having failed to comply with the terms of the Note and Mortgage, is in breach of both the Note and the Mortgage.
42. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy's, breach is knowing, willful, and continuing.

43. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy's, breach has caused Plaintiff, Federal Home Loan Mortgage Corporation, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
44. The total debt owed under the Note and Mortgage as of November 10, 2024, if no payments are made, is Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49) Dollars.
45. Injustice can only be avoided by awarding damages for the total amount owed under the Note including interest, plus costs and expenses, including attorney fees.
46. If the Defendant has received a Bankruptcy Discharge of this Debt, the Court should enter an Order finding that this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property.

COUNT III – BREACH OF CONTRACT, MONEY HAD AND RECEIVED

47. The Plaintiff, Federal Home Loan Mortgage Corporation, repeats and re-alleges paragraphs 1 through 46 as if fully set forth herein.
48. By executing, under seal, and delivering the Note, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, entered into a written contract with GMAC Mortgage Corporation who agreed to loan the amount of \$54,400.00 to the Defendant. *See* Exhibit B.
49. As part of this contract and transaction, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, executed the Mortgage to secure the Note and the subject property. *See* Exhibit C.
50. The Plaintiff, Federal Home Loan Mortgage Corporation, is the proper holder of the Note and successor-in-interest to GMAC Mortgage Corporation, and has performed its obligations under the Note and Mortgage.

51. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, breached the terms of the Note and Mortgage by failing to properly tender the March 1, 2021, payment and all subsequent payments. *See* Exhibit I.
52. The Plaintiff, Federal Home Loan Mortgage Corporation, is the proper holder of the Note, and is entitled to enforce the terms and conditions of the Note due to its breach by the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy.
53. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, having failed to comply with the terms of the Note and Mortgage, is in breach of contract.
54. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is indebted to Federal Home Loan Mortgage Corporation in the sum of Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49) Dollars, for money lent by the Plaintiff, Federal Home Loan Mortgage Corporation, to the Defendant.
55. Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy's, breach is knowing, willful, and continuing.
56. Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy's, breach has caused Plaintiff, Federal Home Loan Mortgage Corporation, to suffer actual damages, including, but not limited to money lent, interest, expectancy damages, as well as attorney's fees and costs.
57. The total debt owed under the Note and Mortgage as of November 10, 2024, if no payments are made, is Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49) Dollars.
58. Injustice can only be avoided by awarding damages for the total amount owed under the Note and Mortgage, and for money had and received, including interest, plus costs and expenses, including attorney fees.

59. If the Defendant has received a Bankruptcy Discharge of this Debt, the Court should enter an Order finding that this action does not seek any personal liability on the part of the Defendant but only seeks *in rem* judgment against the property.

COUNT IV –UNJUST ENRICHMENT

60. The Plaintiff, Federal Home Loan Mortgage Corporation, repeats and re-alleges paragraphs 1 through 59 as if fully set forth herein.

61. GMAC Mortgage Corporation, predecessor-in-interest to Federal Home Loan Mortgage Corporation, loaned the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, \$54,400.00. *See* Exhibit B.

62. The Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, has failed to repay the loan obligation.

63. As a result, the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, has been unjustly enriched to the detriment of the Plaintiff, Federal Home Loan Mortgage Corporation as successor-in-interest to GMAC Mortgage Corporation by having received the aforesaid benefits and money and not repaying said benefits and money.

64. As such, the Plaintiff, Federal Home Loan Mortgage Corporation, is entitled to relief.

65. If the Defendant has received a Bankruptcy Discharge of this Debt, the Court should enter an Order finding that this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff, Federal Home Loan Mortgage Corporation, prays this Honorable Court:

- a) Issue a judgment of foreclosure and sale in conformity with Title 14 § 6322;
- b) Determine the priority of and amount due and Party-In-Interest that appears in this matter;

- c) Grant possession to the Plaintiff, Federal Home Loan Mortgage Corporation, upon the expiration of the period of redemption;
- d) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is in breach of the Note by failing to make payment due as of March 1, 2021, and all subsequent payments;
- e) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is in breach of the Mortgage by failing to make payment due as of March 1, 2021, and all subsequent payments;
- f) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, entered into a contract for a sum certain in exchange for a security interest in the subject property;
- g) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is in breach of contract by failing to comply with the terms and conditions of the Note and Mortgage by failing to make the payment due March 1, 2021, and all subsequent payments;
- h) Find that the Plaintiff, Federal Home Loan Mortgage Corporation, is entitled to enforce the terms and conditions of the Note and Mortgage;
- i) Find that by virtue of the money retained by the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy has been unjustly enriched at the Plaintiff's expense;
- j) Find that such unjust enrichment entitles the Plaintiff, Federal Home Loan Mortgage Corporation, to restitution;
- k) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, is liable to the Plaintiff, Federal Home Loan Mortgage Corporation, for money had and received;
- l) Find that the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, has appreciated and retained the benefit of the Mortgage and the subject property;

- m) Find that it would be inequitable for the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, to continue to appreciate and retain the benefit of the Mortgage, Note and subject property without recompensing the appropriate value;
- n) Find that the Plaintiff, Federal Home Loan Mortgage Corporation, is entitled to restitution for this benefit from the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy;
- o) Determine the amount due on said Mortgage and Note, including principal, interest, reasonable attorney's fees and court costs;
- p) Additionally, issue a money judgment against the Defendant, Vanessa L. Cayford a/k/a Vanessa Gariepy, and in favor of the Plaintiff, Federal Home Loan Mortgage Corporation, in the amount of Fifty-Four Thousand One Hundred Eighty-Three and 49/100 (\$54,183.49 Dollars, the total debt owed under the Note plus interest and costs including attorney's fees and costs (If the Defendant has received a Bankruptcy Discharge of this Debt, the Court should enter an Order finding that this action does not seek any personal liability on the part of the Defendant, but only seeks *in rem* judgment against the property);
- q) For such other and further relief as this Honorable Court deems just and equitable.

Respectfully Submitted,
Federal Home Loan Mortgage Corporation,
By its attorneys,

Dated: December 23, 2024

/s/Reneau J. Longoria, Esq.
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